

REMARKS

I. Introduction

Claims 1-44 stand rejected. Applicant has amended claim 7. No new matter has been added by the present amendment, which is supported by the original disclosure. The amendment to claim 7 corrects a typographical error, which should moot the formalities objection to claim 7 raised in the office action. The amendment is not believed to raise new issues or require an additional search; accordingly entry of the amendment after final is respectfully requested. Reconsideration of the application in light of the amendment and the remarks given below is also respectfully requested.

II. Rejection of Claims 1-35 and 38-43 Under Nonstatutory Obviousness-Type Double Patenting

Claims 1-35 and 38-43 stand rejected on the ground of nonstatutory obviousness-type double patenting over claims 1-35 of U.S. Patent No. 6,702,672. A terminal disclaimer has been concurrently filed herewith to overcome this rejection.

III. Rejection of Claims 1-13, 15-35, and 38-44 under 35 U.S.C. §103(a)

Claims 1-13, 15-35, and 38-44 stand rejected under 35 U.S.C. § 103(a) over Woodfield (EP 0 649 102) in view of Franchi (U.S. 5,770,533) or Koza (5,069,453). Applicant respectfully submits that claim 1 is not unpatentable over Woodfield in view of Franchi or Koza because they do not contain or even suggest, alone or in combination, each and every element of Applicant's claim 1.

To establish *prima facie* obviousness, three criteria must be satisfied. First, there must be some suggestion or motivation to modify or combine reference teachings. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q.2d 1596 (Fed. Cir. 1988). This teaching or suggestion to make the claimed combination must be found in the prior art and not based on the application disclosure. *In re Vaeck*, 947 F.2d 488, 20 U.S.P.Q.2d 1438 (Fed. Cir. 1991). Second, there must be a reasonable expectation of success. *In re Merck & Co., Inc.*, 800 F.2d 1091, 231 U.S.P.Q. 375 (Fed. Cir. 1986). Third, the prior art reference(s) must teach or suggest all of the claim limitations. *In re Royka*, 490 F.2d 981, 180 U.S.P.Q. 580 (C.C.P.A. 1974).

Claim 1 recites:

A system for playing a wagering game, comprising:

a wireless gaming device comprising an identification code, entry apparatus for entering wagering information by a player, and a transmitter transmitting the *player's wager information and the identification code in an encrypted form*;

a receiver receiving the identification code and the wagering information transmitted by the transmitter of the wireless gaming device;

a processor in communication with the receiver, the processor decrypting the encrypted wager information and identification code received by the receiver.

Regarding independent claim 1, Applicant respectfully submits that claim 1 is not obvious for at least the reason that neither Woodfield, nor Franchi or Koza, alone or in combination, can be fairly said to teach or suggest "transmitting the player's wager information and the identification code in an encrypted form" or "the processor decrypting the encrypted wager information and identification code received by the receiver." The Office Action admits that Woodfield "lacks 'encrypt' and 'decrypt'." Office Action, page 5, line 21.

The Office Action states that Franchi "discloses a remote wireless terminal teaching a processor configured to encrypt/decrypt the identification and wagering information for transmission/receipt (5:57-63, 6:37-52; 19:59-62)." Office Action, page 6, lines 2-4. However, the cited sections of Franchi do not teach or suggest the limitation of claim 1. The first cited section 5:57-63 and the third cited section 19:59-62 do not teach encrypting or decrypting. The second citation at 6:37-52 states:

During the actual play of the games, the individual game computers do not communicate with the central computer 200. *Thus, once a player's credit balance has been verified, or once all bets have been placed, the communication link between the central computer and the individual game computer is temporarily severed.* This prevents people with access to the central computer 200, primarily casino employees and remote computer "hackers," from influencing the play and the outcome of the game in progress. It is also possible to *scramble the play data generated during play by the individual gaming computer to prevent others from tapping into the gaming computer during play.* This may be accomplished by any number of scrambling algorithms known in the art and may preferably include a system of encryption keys changed periodically to secure the data in a well-known manner.

(emphasis added). Franchi does not teach encrypting or decrypting the *wager information and identification code*. Rather, Franchi discloses a security feature of severing communication after bets have been placed to prevent access, rather than encrypting the

wager information and the identification code. In addition, Franchi discloses scrambling play data generated during play, not the player's wagering information. The focus of Franchi is ensuring the security of the "the outcome of the game in progress" (6:44-45), whereas the In contrast, Applicant's claim 1 is specifically directed to encrypting the player's wager information and identification code.

The Office Action states alternatively that Koza "discloses a wireless lottery ticket teaching a processor that encrypts or decrypts (6:5-8, 17:12-15) to ensure integrity." Office Action, page 6, lines 9-10. The first cited section of Koza states: "For one embodiment, an unsecured message, is broadcast. Various security devices or techniques, however, can be readily implemented to provide secure transmission and reception of the broadcast message." Koza, column 6, lines 5-8. However, the message being broadcast, as explained a few sentences earlier in Koza, is "a message containing the winning code is transmitted (broadcast) from transmitter 19 and this code is received by tickets 10." Koza, column 5, line 68 to column 6, line 2. Thus, Koza does not teach encrypting or decrypting a player's wager information and identification code. Rather, Koza generally describes only encrypting the winning game results. *See* Koza, Abstract. This is reiterated in the second cited section of Koza which states:

The value broadcast could result in one of the tickets 110-1 through 110-n being a winning ticket if the value stored in that ticket is a winning value according to the rules of the game. Receiving means 111 in each ticket 110 receives the transmitted message and recovers the transmitted code for processing. In one embodiment, an unsecured message is broadcast. In alternative embodiments, various security devices or techniques are used to provide a secure transmission and a secure reception *of the broadcast message*.

Koza, column 17, lines 6-15 (emphasis added). Again, Koza does not teach encrypting the player's wager information and the identification code. Because neither Woodfield, Franchi, or Koza, alone or in combination, teach the limitation of encrypting or decrypting "wager information and identification code," Woodfield, Franchi, and Koza likewise do not teach or suggest a motivation to combine the references to teach the recited limitation. Because the recited combination does not teach or suggest Applicant's claim 1, Applicant respectfully submits that claim 1 is not obvious over the cited combination of references, and therefore should be allowed.

Claims 2-13 and 15-20 depend from claim 1 and thus should be allowable for at least the same reasons as claim 1.

Claim 21 also stands rejected over Woodfield in view of Franchi or Koza. Claim 21 recites in part “transmitting the identification code and the wagering information in an encrypted form” and “decrypting the transmitted identification code and wager information.” Again, similar to what was discussed above for claim 1, this feature is not taught or suggested in Woodfield, Franchi, or Koza, because none of these references teach or suggest encrypting the identification code or the player’s wagering information. Accordingly, Woodfield, Franchi, and Koza, do not teach or suggest all the claim limitations of claim 21. For at least this reason, claim 21 is not obvious over the cited combination. Withdrawal of the rejection is therefore respectfully requested.

Claims 22-27 depend from claim 21 and therefore should be allowable for at least the reasons given above for claim 21.

Claim 28 also stands rejected over Woodfield in view of Franchi or Koza. Claim 28 recites in part “a transmitter receiving the encrypted identification code and wagering information from the processor.” As discussed above, there is no teaching or suggestion of encrypted wager information and identification code in Woodfield, Franchi or Koza. For at least this reason, Woodfield, Franchi, or Koza does not teach each and every element of claim 28, and therefore do not render the claim obvious. Withdrawal of the rejection is therefore respectfully requested.

Claims 29-35 depend from claim 28 and therefore should be allowable for at least the same reasons given above for claim 28.

Claims 38-41 depend from claim 1 and therefore should be allowable for at least the same reasons given above for claim 1.

Claims 42-43 depend from claim 28 and therefore should be allowable for at least the same reasons given above for claim 28.

Claim 44 also stands rejected over Woodfield in view of Franchi or Koza. Claim 44 recites “associating a wireless device having a stored identification code with the account”. The account is debited for wagers and credited for winnings, and cash from the account may be tendered to the player. Applicant respectfully submits that the association of the wireless device with a stored identification code with a player account usable in the fashion claimed is not taught or suggested by the cited combination of references. Accordingly, claim 44 should be allowed.

III. Rejection of Claims 36-37 Under 35 U.S.C. §103(a)

Claims 36 and 37 stand rejected under 35 U.S.C. 103(a) as being unpatentable under Woodfield in view of either Franchi or Koza as applied to claim 1 or 28, and further in view of Jacobsen (5,785,592).

Claim 36 depends from claim 1, and thus should be allowable for at least the reasons given above for its parent, claim 1.

Claim 37 depends from claim 28, and thus should be allowable for at least the reasons given above for its parent, claim 28.

IV. Conclusion

In view of the foregoing amendment and remarks, it is respectfully submitted that all pending claims of the present application are now in condition for allowance. Prompt reconsideration and allowance of the present application are therefore earnestly solicited.

Respectfully submitted,

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